

EXHIBIT "D"

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF RHODE ISLAND

R.I. Local Form 4001-1.1

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Sebastiao C. Bedame

Debtors

:  
:  
BK No. 18-10844  
Chapter 13  
:  
:  
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**RELIEF FROM STAY WORKSHEET – REAL ESTATE**

I ALEX HUYNH as ASST. VICE PRESIDENT (Name and Title) of Bank of America, N.A. (hereinafter, "Movant") hereby declare (or certify, verify, or state):

**BACKGROUND INFORMATION**

1. Real property address which is the subject of this motion: 280 Weeden St, Pawtucket, RI 02860
2. Lender Name: Bank of America, N.A.
3. Date of Mortgage: January 31, 2008
4. Post-Petition payment address: Bank of America, N.A., PO Box 660933, Dallas, TX 75266-0933
5. The manner in which the movant perfected its interest in the property: The lien created by the Mortgage was perfected by recording the Mortgage in the City of Pawtucket Land Evidence Records on February 1, 2008 at Book 2975, Page 166.
6. All other material liens and encumbrances on the property:

**DEBT/VALUE REPRESENTATIONS**

7. Total pre-petition and post-petition indebtedness of Debtor(s) to Movant at the time of filing the motion: \$ 107,401.43\*  
(Note: this amount may not to be relied on as a "payoff" quotation.)
8. Movant's estimated market value of the real property: \$ 120,600.00.

\_\_\_\_\_  
\* The total pre-petition and post-petition indebtedness listed in paragraph 7 is as of January 7, 2019.

9. Source of estimated valuation: Debtor's Schedule A.

**STATUS OF DEBT AS OF THE PETITION DATE**

10. Total pre-petition indebtedness of Debtor(s) to Movant as of petition filing date:  
\$104,170.00.<sup>†</sup>

- A. Amount of principal: \$ 79,105.66.
- B. Amount of interest: \$ 11,784.23.
- C. Amount of escrow (taxes and insurance): \$ 9,540.96<sup>‡</sup>.
- D. Amount of forced placed insurance expended by Movant: 0.
- E. Amount of Attorney's fees billed to Debtor(s) pre-petition: \$ 1,466.25.
- F. Amount of pre-petition late fees, if any, billed to Debtor(s): \$ 86.64.

11. Contractual interest rate: 5.875% (If interest rate is (or was) adjustable, please list the rate(s) and dates(s) the rate(s) was/were in effect on a separate sheet and attach the sheet as an exhibit to this form; please list the exhibit number here: N/A.)

12. Please explain any additional pre-petition fees, charges or amounts charged to Debtor's/Debtor's account and not listed above:

Other Fees: \$2,505.60

(If additional space is needed, please list the amounts on a separate sheet and attach the sheet as an exhibit to this form; please list the exhibit number here: N/A.)

**AMOUNT OF ALLEGED POST-PETITION DEFAULT (AS OF 01/07/2019)**

13. Date last payment was received: 12/19/2018 (mm/dd/yyyy)

14. Alleged total number of payments post-petition from filing of petition through payment due on 01/01/2019 (mm/dd/yyyy): 8<sup>§</sup>.

15. Please list all post-petition payments alleged to be in default:

<sup>†</sup> The total pre-petition indebtedness is net of partial payments held in the amount of \$319.34.

<sup>‡</sup> Amounts in paragraph 10.C represent amounts actually advanced on behalf of the Debtor.

<sup>§</sup> The number of payments listed in paragraph 14 reflects only payments that came due postpetition under the terms of the Note, irrespective of any plan provisions. The number does not reflect any payments due to the trustee for the cure of prepetition arrearages

**SCHEDULE OF PAYMENTS THAT WERE DUE:**

| Date Payment Due | Payment Amount Due Post Petition |
|------------------|----------------------------------|
| 9/01/2018        | \$749.29                         |
| 10/01/2018       | \$749.29                         |
| 11/01/2018       | \$749.29                         |
| 12/01/2018       | \$749.29                         |
| 01/01/2019       | \$749.29                         |
|                  |                                  |
| <b>Totals:</b>   | <b>\$3,746.45</b>                |

**SCHEDULE OF PAYMENTS THAT WERE RECEIVED**

| Date           | Amount Received   | Amount Applied to Principal and Interest | Amount Applied to Escrow | Late Fee Charged (if any) | Amount applied to legal fees or costs (specify) |
|----------------|-------------------|--|--------------------------|---------------------------|---|
| 8/27/2018      | \$750.00          | \$433.34                                 | \$315.95                 |                           |   |
| 9/21/2018      | \$766.00          | \$433.34                                 | \$315.95                 |                           |   |
| 12/19/2018     | \$766.00          | \$433.34                                 | \$315.95                 |                           |   |
|                |                   |  |                          |                           |   |
| <b>Totals:</b> | <b>\$2,282.00</b> | <b>\$1,300.02</b>                        | <b>\$947.85</b>          | <b>\$0</b>                | <b>\$0</b>                                      |
|                |                   |  |                          |                           |   |

16. Amount of Movant's Attorneys fees billed to Debtor for the preparation, filing and prosecution of this motion: \$ 850.00.

17. Amount of Movant's filing fee for this motion: \$ 181.00.

18. Other Attorney's fees billed to Debtor post-petition: \$ 700.00.

19. Amount of Movant's post-petition inspection fees: \$ 0.

20. Amount of Movant's post-petition appraisal/broker's price opinion: \$ 0.

21. Amount of forced placed insurance or insurance provided by the Movant post-petition:  
\$ 0.\*

\* The postpetition payments alleged in default for this impounded loan listed in paragraph 15 include any missed escrow payments. Such missed escrow payments include amounts assessed for taxes and insurance and any

22. Sum held in suspense by Movant in connection with this contract, if applicable:  
\$ 34.13.

23. Amount of other post-petition advances or charges: i.e., taxes, insurance incurred by Debtor, etc.: \$ 0. \*

24. Amount and date of post-petition payments offered by the debtor and refused by the Movant: \$ 0 ; Date(s): \_\_\_\_\_

Movant: \$ 0 ; Date(s): \_\_\_\_\_.

Movant: \$ 0 ; Date(s): \_\_\_\_\_.

#### **REQUIRED ATTACHMENTS TO MOTION**

Please attach the following documents to this motion and indicate the exhibit number associated with the documents.

- (1) Copies of documents that indicate Movant's interest in the subject property. For purposes of example only, a complete and legible copy of the promissory note or other debt instrument together with a complete and legible copy of the mortgage and any assignments in the chain from the original mortgagee to the current moving party. (Exhibit A & B.)
- (2) Copies of documents establishing proof of standing to bring this Motion. (Exhibit A & B.)
- (3) Copies of documents establishing that Movant's interest in the real property was perfected. For the purposes of example only, a complete and legible copy of the Financing Statement (UCC-1) filed with either the Clerk's Office or the Register of the county the property is located in. (Exhibit A & B.)

#### **CERTIFICATION AND DECLARATION FOR BUSINESS RECORDS**

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previously assessed escrow shortage amount (if applicable). To avoid duplication, postpetition advances (if any) made for insurance, real estate taxes, or similar charges are not listed again separately in 21 or 23 to the extent such advances would have been paid from the missed escrow payments. As part of the next annual RESPA analysis, the Bank will determine whether the escrow payments assessed to the debtor (including the missed escrow payments detailed in paragraph 15) result in a projected escrow shortage or overage. All rights are hereby reserved to assert or request any escrow amounts in accordance with RESPA and the total postpetition arrearage/delinquency is qualified accordingly.

I certify that the information provided in this worksheet and/or exhibits attached to this worksheet is derived from records that were made at or near the time of the occurrence of the matters set forth by, or from information transmitted by, a person with knowledge of those matter, were kept in the course of the regularly conducted activity; and were made by the regularly conducted activity as a regular practice.

I further certify that copies of any transactional documents attached to this worksheet as required by paragraphs 1, 2, and 3, immediately above, are true and accurate copies of the original documents, I further certify that the original documents are in movant's possession, except as follows: One or more documents may be in the possession of the custodian and/or agent of Movant.

I/we declare (or certify, swear, affirm, verify or state) that the foregoing is true and correct.

Executed on JANUARY 10, 2019 [date]

[signature]

ALEX HUYNH  
ASST. VICE PRESIDENT

CASE# 18-10844

[title]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of VENTURA

Subscribed and sworn to (or affirmed) before me on this 10<sup>th</sup> day of JANUARY, 2019, by ALEX HUYNH, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
NOTARY PUBLIC

(Seal)

